

<b>INFORMATION TO OFFERORS OR QUOTERS</b>		Solicitation Number: NNA07198991R-ACA <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA)
OMB Control No.: 2700-0042 Exp. Date: N/A		
<b>Issuing Office:</b> NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-1000		<b>Point of Contact:</b> <b>NO COLLECT CALLS ACCEPTED</b> Name: Lana Jones Clemon Mail Stop: 241-1 Telephone: (650) 604-5830 Fax: (650) 604-9012 Email: <a href="mailto:Lana.Jones.Clemon@nasa.gov">Lana.Jones.Clemon@nasa.gov</a>
<b>Item(s) to Be Acquired:</b> Space Transportation Research and Development (STRAD)		
<b>This Solicitation Is:</b> <input type="checkbox"/> Unrestricted--Full and Open Competition <input checked="" type="checkbox"/> Set-Aside 100% for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302- To: <i>Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.</i> <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L.		
<b>Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is:</b> <a href="http://procure.arc.nasa.gov">http://procure.arc.nasa.gov</a>		
<b>CRITICAL ELEMENTS OF INFORMATION:</b> Your attention is invited to the following: <input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input type="checkbox"/> Section L, NFS 1852.215-77. A pre-bid/proposal conference has been scheduled. <input checked="" type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input checked="" type="checkbox"/> Other: See procurement "Highlights of NASA Ames Research Center's Draft Request for Proposal (RFP) for Space Technology Research and Development (STRAD)" document.		
<b>OTHER IMPORTANT INSTRUCTIONS:</b> 1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. 2. You <b>MUST</b> acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. 3. <b>IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.</b>		



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## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J.

1. Item No.	2. Description	3. Qty	4. Unit
*01	Space Technology Research And Development for the Phase-In Period set forth in Section F., paragraph F.2 (a), in accordance with the Phase-In Plan.	1	Job
02	Space Technology Research And Development for the Base Period set forth in Section F., paragraph F.2 (b); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	1	Job

\*Line Item No. 01A: At the time of award a Phase-In Task will be awarded.

**(b) OPTION PERIODS:**

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C.

1. Item No.	2. Description	3. Qty	4. Unit
<b>OPTION PERIOD 1</b>			
03	Space Technology Research And Development set forth in Section F., paragraph F.2 (c); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	1	Job
<b>OPTION PERIOD 2</b>			
04	Space Technology Research And Development set forth in Section F., paragraph F.2 (d); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	1	Job
<b>OPTION PERIOD 3</b>			
05	Space Technology Research And Development set forth in Section F., paragraph F.2 (e); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	1	Job

(END OF CLAUSE)

**B.2 ESTIMATED COST AND TBD FEE. (SEP 1993)****(a) Estimated Cost.**

(1) The estimated cost of this Contract shall be the sum of the estimated costs set forth in task orders issued hereunder, including all modifications thereto.

(2) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$250,000.00. The maximum amount of supplies or services that may be ordered for the potential 5 year period of the contract is \$40,000,000.00. Notwithstanding the maximum amount of the contract, the Government is not obligated to order work under this contract beyond the minimum amount set forth above.

(3) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (2) above.

(4) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (2) above.

(5) The maximum amount, if reached, precludes the issuance of new orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(b) **TBD Fee for Task Orders** – For task orders under this contract the TBD fee amount associated with the task order shall be the TBD fee percentage proposed as reflected in the cost proposal attachments applied and calculated on total estimated cost of the task order excluding Facilities Capital Cost of Money (COM).

<b>CONTRACT VALUE SUMMARY</b>	<b>FROM</b>	<b>BY</b>	<b>TO</b>
Estimated Cost	\$TBD	\$TBD	\$TBD
Maximum Available Fee	\$TBD	\$TBD	\$TBD
Total Value	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

**B.3 1852.232-81 CONTRACT FUNDING. (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ To Be Determined (TBD). This allotment is for Line Items 01 and 02, and covers the following estimated period of performance:[ TBD ].

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
Estimated Cost	\$TBD	\$TBD	\$TBD
Maximum Available Fee	\$TBD	\$TBD	\$TBD
Total Obligated	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

**B.4. LIMITATIONS ON PERIOD OF PERFORMANCE**

The period of performance for issuing task orders under this contract is for two (2) years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government.

(END OF CLAUSE)

[END OF SECTION]

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT**

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Specification/Work Statement incorporated in Section J.

(END OF CLAUSE)

[END OF SECTION]

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## SECTION D – PACKAGING AND MARKING

**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
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(END OF CLAUSE)

## SECTION E – INSPECTION AND ACCEPTANCE

**E.1 CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

52.246-3	MAY 2001	INSPECTION OF SUPPLIES-- COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT

(END OF CLAUSE)

**E.2. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)

[END OF SECTION]

## SECTION F – DELIVERIES AND PERFORMANCE

**F.1 CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

(END OF CLAUSE)

**F.2 PERIOD OF PERFORMANCE**

(a) **PHASE-IN PERIOD**

The Phase-in Period of this contract shall be for one month beginning on the effective date of contract.

**BASE PERIOD**

- (b) The period of performance of the Base Period is 23 months from end of Phase-in Period.

**OPTION PERIOD 1**

- (c) If exercised, the period of performance of Option Period 1 shall be twelve months (12) from the end of the Base Period.

**OPTION PERIOD 2**

- (d) If exercised, the period of performance of Option Period 2 shall be twelve months (12) from the end of Option Period 1.

**OPTION PERIOD 3**

- (e) If exercised, the period of performance of Option Period 3 shall be twelve months (12) from the end of Option Period 2.

(END OF CLAUSE)

**F.3 PLACE OF PERFORMANCE**

The services to be performed under this contract shall be performed at the following location(s): Moffett Field, CA and at such other locations as may be directed by the Contracting Officer.

(END OF CLAUSE)

**F.4 DELIVERY SCHEDULE**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

Ames Research Center  
Contract "TBD"  
Moffett Field, CA 94035-1000  
Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, *Delivery of Reports*.

(END OF CLAUSE)

**F.5 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment 2, "Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

**F.6. NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

## SECTION G – CONTRACT ADMINISTRATION DATA

**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.227-11	DEC 2007	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (SEE SECTION I FOR MODIFICATION)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-76	OCT 1988	LIST OF GOVERNMENT FURNISHED PROPERTY (1 <sup>st</sup> sentence insert: "See Section J, Attachment 3, GOVERNMENT PROPERTY LIST"; 2 <sup>nd</sup> sentence insert: "AMES Research Center, or as defined in each task order.")
1852.227-86	DEC 1987	Commercial Computer Software -- Licensing
		(END OF CLAUSE)

**G.2 RESERVED****G.3 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Accounting Operations Branch  
NASA Ames Research Center  
M/S 203-18  
Moffett Field, CA 94035-1000

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center  
Contract Specialist M/S 241-1  
Moffett Field, CA 94035-1000

(ii) Copy 2 Auditor

Defense Contract Audit Agency  
(Address Completed at Time of Award)

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office, "STAMPED "INFO COPY" and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

Accounting Operations Branch  
NASA Ames Research Center  
M/S 203-18 Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of

this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(END OF CLAUSE)

**G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled New Technology or Patent Rights - Retention by the Contractor (Short Form), whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	DTP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a New Technology clause or Patent Rights - Retention by the Contractor (Short Form) clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

**G.5 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(END OF CLAUSE)

#### **G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (NASA 1852.245-70) (SEP 2007)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.
- (b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—
- (i) Justify the need for the property;
  - (ii) Provide the reasons why contractor-owned property cannot be used;
  - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
  - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, *Government Property*.

(END OF CLAUSE)

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#### **ALTERNATE I (DEVIATION) (SEP 2007)**

(e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

#### **G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (NASA 1852.245-71) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

##### NASA Procedural Requirements (NPRs)

- NPR 4100.1, *NASA Materials Inventory Management Manual*

- NPR 4200.1, *NASA Equipment Management Procedural Requirements*
- NPR 4300.1, *NASA Personal Property Disposal Procedural Requirements*

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, *Government Property*, and furnish to the Industrial Property Officer a DD Form 1149, *Requisition and Invoice/Shipping Document*, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, *Government Property*, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

☒ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ (2) Office furniture.

☒ (3) Property listed in J.1(a)(3), Space Transportation Division Government Supplied Equipment List

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any

property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- ☒ (4) Supplies from stores stock.
- ☒ (5) Publications and blank forms stocked by the installation.
- ☒ (6) Safety and fire protection for Contractor personnel and facilities.
- ☒ (7) Installation service facilities:

ArcJet Complex, Hypervelocity Free-Flight Facility (HFFF), Electric Arc Shock Tube (EAST), and other Center facilities (such as laboratories and supercomputers as required for completion of task requirements).

- ☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- ☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.
- ☒ (10) Building maintenance for facilities occupied by Contractor personnel.
- ☒ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

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**ALTERNATE I (DEVIATION) (SEP 2007)**

As prescribed in 1845.107-70(b) (4), substitute the following for paragraph (b)(1)(i) of the basic clause:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(END OF SECTION)

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
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None included by reference

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES; insert "Ames Research Center" in paragraph (b)
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

*The Space Technology Division has both NASA and non-NASA customers. Some of those customers include aerospace vehicle designers and manufacturers. Because contractors are involved in new technology development, testing, and fabrication, they are expected to have access to government sensitive and third party proprietary data. If the awardee or a subcontractor were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers might cease to use NASA-ARC expertise and facilities. This would negate the purpose of our laboratories and facilities as a national resource. Access by the awardee to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest.*

*However, as the Space Technology Division projects only involve Thermal Protection Materials and Thermal Protection Systems such as heat shields for atmospheric reentry, contractors developing non-related components for space vehicles should not be excluded.*

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof:

(i) Design, development, or production of Thermal Protection Materials and Thermal Protection Systems such as heat shields for atmospheric reentry; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the STRAD technical requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the STRAD technical requirements.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support STRAD, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with research programs in STRAD.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

**(j) The Contractor shall include paragraphs (a) through (i) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.**

[End of Clause]

### **H.3 TASK ORDER PROCEDURE (NFS 1852.216-80) (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task

order, including special instructions or other information necessary for performance of the task.

- (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

#### **H.4 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

*[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]*

(END OF CLAUSE)

#### **H.5 ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT (NFS 1852.235-74) (FEB 2003)**

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

- (a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

#### **H.6 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)**

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

(b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.

(c)(1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.

(2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.

(d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.

(e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research

Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

(END OF CLAUSE)

#### **H.7 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)**

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

#### **H.8 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)**

a. Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

b. DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten

functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

#### **H.9 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)**

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

#### **H.10 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)**

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

#### **H.11 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (OCT 2006) ALTERNATE I (OCT 2006)**

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

#### **H.12 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

**H.13 PATENT RIGHTS**

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

(END OF SECTION)

## PART II - CONTRACT CLAUSES

## SECTION I – CONTRACT CLAUSES

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(END OF CLAUSE)

**I.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(END OF CLAUSE)

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (insert in paragraph (b)(3): Poster: "IT'S YOUR MONEY" may be obtained at <a href="http://oig.nasa.gov/hotline.html">http://oig.nasa.gov/hotline.html</a> )
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS.

52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (INSERT “30 <sup>TH</sup> ” IN PARAGRAPH (a)(3))
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
52.219-6	JUNE 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (INSERT “\$ TBD” IN PARAGRAPH (a))
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-3	JUL 1995	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JAN 1997)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-1	JUN 2003	BUY AMERICAN ACT – SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT – ALTERNATE 1 (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) ALTERNATE IV (JUN 1987) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17 SPECIAL WORKS)
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1991	DISPUTES (JUL 2002) - ALTERNATE I
52.233-3	JUN 1985	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-1	APR 1984	SITE VISIT
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	APR 1984	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II
52.244-2	JUN 2007	SUBCONTRACTS (JUN 2007) - ALTERNATE I
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)

52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	JUNE 2007	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.227-11	MAY 2002	MODIFIED BY NFS - PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

### I.3 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FIPS 201 graphically displays the following procedure for the issuance of a PIV credential.

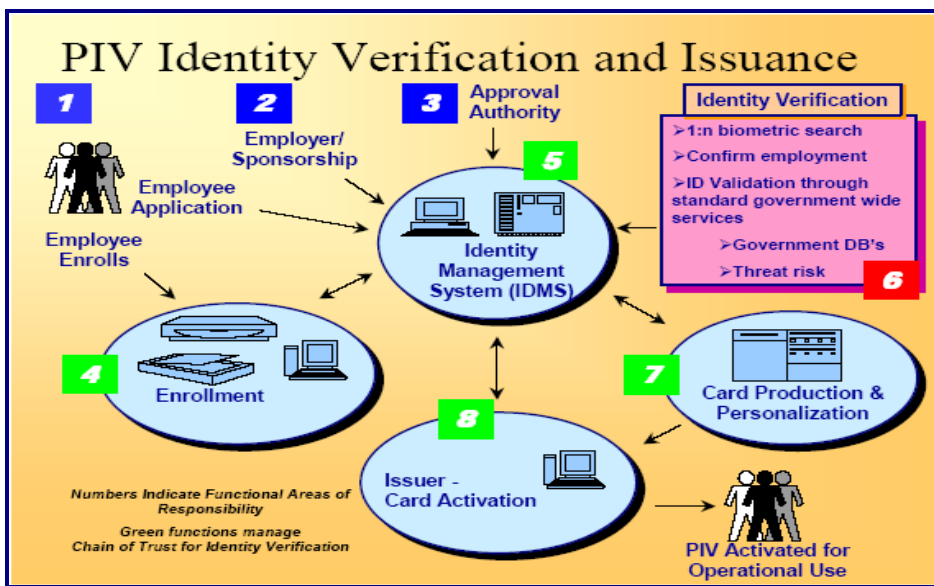


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

#### **Step 1:**

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

**Step 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**Step 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

---

<sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND  
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(END OF CLAUSE)

**I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)**

(a) *Definition.* As used in this clause

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B - Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to:

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that:

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall:

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B - Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

#### **I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUNE 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

(END OF CLAUSE)

**I.6 1852.215-84 OMBUDSMAN. (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lewis S. Braxton, III  
NASA Ames Research Center  
M/S 200-9  
Moffett Field, CA 94035-1000  
Telephone: (650) 604-5068  
Facsimile: (650) 604-0031 or (650) 604-1668  
Email: [Lewis.S.Braxton@nasa.gov](mailto:Lewis.S.Braxton@nasa.gov)

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskask@nasa.gov](mailto:james.a.balinskask@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(END OF CLAUSE)

(END OF SECTION)

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J – LIST OF ATTACHMENTS

**J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

<u>Attachment No./Title</u>	<u>Date</u>
1. Statement of Work	
2. Contract Data Requirements List	
3. Equipment List (Representative Listing)	
4. Contractor's Safety and Health Plan *	
5. Contractor's proposal is incorporated by reference	
6. Contractor's IT Security Plan *	
7. OCI Mitigation Plan *	

\* Date to be completed at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

<u>Attachment No.</u>	<u>Title</u>
1.	Government Labor Estimate Including Position Descriptions (for proposal purposes only)
2.	Exhibit 1, Proposal Cover Sheet, JA 038
3.	Exhibit 2, Summary of Cost/Price and Fee/Profit
4.	Exhibit 2A, Summary of Cost/Price and Fee/Profit (by prime and major subcontractors)
5.	Exhibit 3, Summary of Elements of Cost – Total Program
6.	Exhibit 4, Summary of Rates
7.	Exhibit 5, Key Personnel Labor Rates
8.	Exhibit 6, Proposed Staffing Requirements
9.	Schedule A, Direct Labor Cost By Contract Year
10.	Schedule B, Overhead Expense Schedule

11.	Schedule C, General and Administrative Schedule
12.	Schedule D, Schedule of Subcontracts
13.	Facility Capital Cost of Money Factors Computation (Form CASB-CMF)
14.	Contract Facilities Capital Cost of Money (DD Form 1861)
15.	Quarterly Contractor Financial Management Report (NF 533Q)
16.	Monthly Contractor Financial Management Report (NF 533M)
17.	Report Documentation Page (SF 298)
18.	NASA Mishap Report (NF 1627)
19.	Industrial Plant Equipment Requisition (DD1419)
20.	DoD Property Record (DD 1342)
21.	NASA Contractor New Technology Summary Report (C-3041)
22.	RESERVED
23.	Past Performance Questionnaire
24.	Sample Tasks
	24a: Technical Sample Task
	24b: Management Sample Tasks
25.	Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

(END OF CLAUSE)

[END OF SECTION]

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**K.2 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007).**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(END OF CLAUSE)

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (INSERT "C-9 RATED ORDER" IN BLANK)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

CLAUSE NUMBER	DATE	TITLE
1852.219-77	MAY 1999	NASA MENTOR-PROTÉGÉ PROGRAM
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA

**L.2 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a TBD Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

**L.3 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ronnee R. Gonzalez  
NASA Ames Research Center  
Mail Stop 227-4  
Moffett Field, CA 94035-1000

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.4 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE. (DEC1988)**

- (a) A preproposal/pre-bid conference with tour will be held as indicated below:

Date: April 1, 2008  
Time: 9am – 12 noon  
Location: Conference begins in Building 227, Room 304

- (b) The following is important information regarding this event:

- This will be a walking tour, approximately 1 ½ hours long, so visitors are advised to dress accordingly. No open-toed shoes will be allowed in laboratories.
- **ONLY US Citizens** will be able to attend this conference. Please state if visitor badging is not required. Due to badging requirements, holders of a US alien registration card (i.e. green card) are considered Foreign National visitors and additional processing is required before entry is permitted and therefore will not be able to attend this conference.
- Due to space limitations, it is necessary to limit attendance to 3 persons per company. **Please email or fax the attendees' names, company name, phone number, email address, confirmation that they are US Citizens, and any special accommodations that may need to be made to Lana Jones Clemon at Lana.Jones.Clemon@nasa.gov or Fax: 650-604-0912 no later than March 29, 2008.** Please state if visitor badging is not required.
- Visitors will be required to stop at the Ames entrance gate to obtain visitor's badges, so allow time for this process, and be prepared to show picture identification. Due to increased security measures at NASA Ames, all cars are subject to search.
- No photography of any kind will be allowed.
- It is expected that the tour will be concluded no later than 1:00 PM.
- Written questions of a technical or contractual nature will be accepted during the tour, and NASA responses will be posted to this website after the conference.

- Also, copies of the conference agenda, slides, and a list of attendees will be posted to this website.
- (c) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

#### L.5 PROPOSAL PAGE LIMITATIONS

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit <sup>1</sup>
<b>Cover Letter</b>	No limit
<b>Volume I — Mission Suitability Proposal</b>	See below
Oral Presentation (Management Sample Tasks)	See L.8
Presenter/attendee list	1 page
Written Subfactors	
1. Technical Approach (including sample task)	130 pages
2. Management Approach (including sample task)	
Key Personnel	No limit <sup>2</sup>
Total Compensation Plan	No limit
3. Safety and Health Plan	No limit
<b>Volume II — Past Performance Proposal</b>	20 <sup>3</sup>
<b>Volume III — Cost/Price Proposal</b>	No limit

<sup>1</sup> These limits apply only to content pages. Paragraph L.5(c) lists page types which are not affected by this limit.

<sup>2</sup> In the Key Personnel written response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual.

<sup>3</sup> No limit to length of past performance questionnaire responses.

(b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides, using not smaller than Arial 12 point type. Foldouts count as an equivalent number of 8 ½" x 11" pages. The metric standard format closely approximating the described standard 8 ½" x 11" size may also be used. Diagrams, charts, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in diagrams, charts, and photographs shall be no smaller than Arial 8. Diagrams, tables, charts, and photographs shall not be used to circumvent the text size limitations of the proposal. The Government will not evaluate diagrams, tables, charts, and photographs smaller than Arial 8, but will return the pages to the offeror using the methodology stated within this provision

(c) Title pages, tables of contents, blank dividers/tabs, index pages, cover letters, list of figures and tables, glossaries, commitment documents and resumes for key personnel, and Past Performance Questionnaires are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and will not be evaluated.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

- (e) The first countable 150 pages of Volume I and II (starting with Volume I) will be evaluated. Additional pages will not be evaluated and will be returned to the offeror.

(End of provision)

#### **L.6 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract. The contractor requirements for safety plans for Ames Research Center support contracts are found at:

<http://server-mpo.arc.nasa.gov/Services/Proc/ProcDocs/APG1700.1-R/Chap%2002.pdf>

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

#### **L.7 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS**

- (a) **Proposing Entity.** Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

**(b) Format.**

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal should be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9			Other
		Original	Additional	Electronic	
<b>Cover Letter</b> Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Section I Standard Form (SF) 3881 Section K Oral presentation Attendee List	L.4(b)(2)	1	2	1 (may be included with Volume 1)	0
<b>Vol. I, Mission Suitability Proposal</b>	L.4(c), L.7(a)	see below	see below	see below	
Oral Presentation (format)	L.6				
Presenter/attendee list	L.4(b)2	1	6	2 <sup>1</sup>	
Management Sample Tasks	L.7(a)(3)A				
Written Subfactors (format)	L.5				
1. Technical Approach	L.9(a)(1)				
2. Management Approach	L.9(a)(2)				
Key Personnel	L.9(a)(2)b(i)	1	6	1	0
Total Compensation Plan	L.9(a)(2)b(ii)				
3. Safety & Health Plan	L.9(a)(3)				
4. Small Business Utilization	L.9(a)(4)				
<b>Vol. II, Past Performance Proposal</b>	L.4(d), L.9(b)	1	10	1	0
<b>Vol. III, Cost/Price Proposal</b>	L.4(e), L.9(c)	1	6	1 <sup>2</sup>	2 <sup>3</sup>

<sup>1</sup> The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment E are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

<sup>2</sup> An additional electronic copy of the oral presentation is required, prepared as described in L.8.

<sup>3</sup> Two copies to DCAA; see (b)(4)

(2) Include a cover letter in Volume III of the proposal, attaching the completed representations, certifications, and acknowledgments specified in Section K of the solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions. If applicable, include documentation for teaming or other such business arrangements.
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- For the Oral Presentation (Management Sample Tasks), provide a written list of names of the presenters (no more than 5), position titles, name of firm, and confirmation that no one, other than presenters, will be attending the Oral Presentation. Due to badging requirements, all presenters must be U.S. Citizens.

- A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
- A completed Section B, "Supplies or Services and Price/Costs," with the proposed amounts inserted in the appropriate blank spaces.
- A completed response to Section H, "Special Contract Requirements," NFS clause 1852.235-71, "Key Personnel and Facilities."
- A completed response to Section I, "Contract Clauses," FAR clause 52.227-23, "Rights to Proposal Data (Technical)."
- A completed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see attachment J.1(b)(25)).
- A complete description of any proposed teaming arrangements.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 33 Block 9. All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time in Block 9 of the SF33.

(4) Concurrent with the above submission, forward two (2) copies of the Cost/Price Proposal to the cognizant Defense Contract Audit Agency (DCAA) office marked "NASA Evaluation Material."

(5) The pages of each proposal volume shall be numbered and identified with the offeror's name, RFP number, and date. Subsequent revisions shall be similarly identified to show revision number and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Page limitations are set forth in this Section L at "Proposal Page Limitations."

(6) One electronic copy of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in Apple Macintosh or IBM-PC compatible format, compatible with Microsoft Office 2000 software (Word, Excel and/or PowerPoint). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or ZIP 100 disks (compatible with both Apple and PC), with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, and (4) a list of the files contained on the disk. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(7) Proposals shall be submitted in a format that addresses all the evaluation factors. Information pertinent to the factors shall be included in their proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk management."

(8) **BINDING AND LABELING:** Each volume of the proposal should be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(9) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

**(c) Mission Suitability Proposal (Volume I)**

- (1) Both technical and management information should be included in the Mission Suitability proposal. Do not include cost/price data, except for a schedule of wages, salaries, and benefits.
- (2) The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.
- (3) Oral Presentations. Oral Presentations will be used to submit one or more parts of the offeror's proposals. Offerors are cautioned to pay close attention to instructions in this provision, the time limitation for oral presentations and specific instructions provided in L.8.

**(d) Past Performance Proposal (Volume II)**

The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

**(e) Cost/Price Proposal (Volume III)**

Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L under provision 52.216-1, "Type of Contract."

(End of Provision)

**L.8 INSTRUCTIONS FOR MANAGEMENT SAMPLE TASKS ORAL PRESENTATION**

(a) Offerors must submit their oral presentation materials together with their offers. Offerors may not change their presentation after this submission. The Government will furnish the electronic presentation materials (in their originally sealed package) to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their electronic presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MANAGEMENT SAMPLE TASKS ORAL PRESENTATION." Animation of any type may not be used in the offeror's slides.

(b) Oral Presentation Media: Offerors shall provide their presentation in Portable Document Format (PDF). The Government will provide the computer, software, projector and screen to support the presentation of the PDF file(s). Offerors may not use any other media. Offerors should mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 12 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Arial font text in diagrams, charts, tables, and photographs shall not be presented in a size smaller than 10 point. Do not apply a color slide template to the header and footer areas. Do not use color for logos.

(c) The offeror shall have the proposed Program Manager and no more than two Key Personnel present the oral presentation (**limit three (3) presenters**). **Additional attendees beyond the presenters are not allowed.** The offeror shall introduce each the presenter at the start of the oral presentation. Introductions shall count against the time limits for presentation. Requests for changes/substitutions to the proposed presenters are not allowed.

(d) Evaluation of the Management Sample Tasks will be based primarily on the information presented in the oral presentation. The oral presentation should specifically address each area listed in L.9(a)(2)f, Management Sample Tasks.

(e) Within fifteen (15) business days after the closing date of the RFP, each offeror will be given the date, time and place for its oral presentation. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government's discretion).

(f) The Government will randomly assign a date for the oral presentation to each offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the offerors scheduled to present will be established. After assigning the sequence of presentations, the offeror will be notified of the scheduled time and place for the Oral Presentation. The right to reschedule any offeror's presentation is at the discretion of the Contracting Officer.

(g) The Oral Presentation of the Management Sample Tasks may be recorded by the Government. The Government will provide its own recording equipment. Copies of the recording will not be provided to the offeror.

(h) The Source Evaluation Committee will be in attendance during the oral presentation.

(i) The length of the presentation shall be no more than 45 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against this time limit. The format is shown below:

Description	Time Limit (Minutes)
Presentation	45
Break	20
Proposal Clarification Response(s)	5 min. each (see paragraph (l) below)

(j) The oral presentation will be in the form of a briefing of the Offeror's response to the Management Sample Tasks described in Attachment J.1 (b) 24b. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(k) The offeror shall not provide any additional written material. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(l) Proposal Clarification. During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the offeror will be limited to only 5 minutes for each clarification. Time for clarifications will not be counted against the offeror's 45 minute presentation time limit.

(m) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The offerors will not be informed of their strengths, deficiencies, or weaknesses during the presentation or clarification period.

(END OF PROVISION)

## L.9 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Cost/Price

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3)

### **(a) Mission Suitability Proposal (Volume I).**

The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed, and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented (or referenced) in the written proposal and the oral presentation. The proposal must specifically address each listed evaluation subfactor and/or element.

- (1) The evaluation will be based on the information presented in the oral presentation and the written subfactors. The proposal must specifically address each listed evaluation subfactor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change.
- (2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.
- (3) If the SEC determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

#### **INDEX OF MISSION SUITABILITY SUBFACTORS AND ELEMENTS**

SUBFACTOR	ELEMENT
<b>(1) Technical Understanding (Written)</b>	
	a. Technical Plan
	b. Technical Sample Task
<b>(2) Management Approach (Written, except Written and Oral for 2.f. below)</b>	
	a. Organizational Structure and Partnering Approach
	b. Staffing, Recruitment, Retention and Training
	c. Key Positions and Key Personnel
	d. Total Compensation Plan
	e. Phase-In Plan
	f. Management Sample Tasks –Written and Oral
<b>(3) Safety and Health (Written)</b>	

Note: The following outline is not to be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

The description of the proposed approach must be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach.

The following information is provided to indicate the minimum content to be included in the proposal.

**(1) Subfactor 2: Technical Understanding:**

Stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

**a. Technical Plan**

The Offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- The Offeror shall address how the broad spectrum of technical areas of the SOW will be performed in a coherent, integrated manner that will meet each of the requirements defined in the Statement of Work, specifically addressing the requirements of the Space Technology Division in theoretical, computational, and experimental research areas relating to:
  - chemistry and physics of hypersonic, chemically reacting flows
  - aerothermodynamic analysis of entry systems
  - computational fluid dynamics tools and their development
  - aeronautics and space vehicle trajectory analysis
  - materials science of thermal protection materials
  - experiment planning, execution, and analysis for high-enthalpy testing of materials and real-gas phenomena
  - gene sequencing, radiobiology, quantum computing
- The Offeror's submission shall be complete, balanced, and consistent, and shall clearly demonstrate an understanding of all the technical areas of the Statement of Work (SOW) and their interrelationships.
- The Offeror shall describe its approach to staying abreast of current research and innovative technologies, and adopting them where appropriate.
- The Offeror shall identify potential risks to the successful fulfillment of the requirements and recommend approaches to minimize the probability and impact of those risks.
- The Offeror shall include an understanding of the critical issues involved in project management, systems engineering, research and analysis, design and development, fabrication support, testing, computer modeling, technical writing, laboratory/facility management and operation, software maintenance and support, and computer systems administration and other functions necessary to complete projects.
- The Offeror shall address the proposed approach to enhance workflow, increase productivity, enhance communications, improve quality, and reduce cost including the use of IT resources. Highlight any innovative approaches, the justification and expected advantage to the Government.
- The Offeror shall describe the approach for responding to task requests, planning work and accomplishing task requirements and include the approach for identifying, reporting and resolving typical problems that may be encountered in satisfying the requirements of the SOW.
- The Offeror shall describe the approach for responding to changing requirements for skill sets

caused by project and/or political changes.

b. Technical Sample task

Provide a detailed response to the Technical Sample Task (See attachment J.1(b)24a). The response must be of sufficient detail to fully demonstrate your understanding of the technical requirements of this RFP.

- Your technical approach for accomplishing the work must include: processes, analysis techniques and assumptions made.
- Estimate the level of expertise and staffing needed to accomplish the task objectives.
- Identify critical issues.
- Discuss resolution of problems, assess risks, and describe proposed mitigation(s).
- Include estimated labor hours, skill level and mix, staffing approach, level of management oversight needed, proposed schedule and required resources.
- Estimate the total cost to accomplish the work.

(2) **Subfactor 2. Management Approach**

a. The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract. The offeror's proposal shall contain the information requested below and be organized in a similar outline:

(i) Organizational Structure and Partnering Approach

The Offeror shall describe its organizational structure and partnering approach, including approaches and rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization, coordination, and roles of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in its site manager and technical-task managers, and their access to corporate or company resources to support the contract through all phases.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Developing and infusing best practices and industry standards.

(ii) Management

The Offeror shall describe its specific management approach for this effort including the following:

- Proposed management structure, functions, authority, and reporting system for the work to be performed under the SOW.
- Approach to planning and managing the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Relationship of proposed organizational structure to the Ames environment.
- Management responsibilities for the recruitment, hiring, and retention of employees

- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards and for establishing employee performance incentives.
- Processes for employees' interaction with task requesters and other Government personnel regarding assignment of work. Include any approaches to training employees as to how work is assigned to them, how to handle improper direction outside of the approved task process, and for employee awareness of dealing with potential hostile workplace issues.
- Approaches to support the division's educational outreach and internship employment opportunities as described in the SOW.
- Describe what your company does to promote safety.

(iii) Technical and Business Management of Contract Task Orders (CTO)

The offeror shall describe its process for responding to and managing task order requests including

- Approach to the management and planning process, analysis and risk assessment techniques, and system for development of cost and schedule estimates.
- Process to determine task staffing, direction, and control of the CTOs.
- Process for tracking and reporting CTO status.
- Proposed approach to handling multiple task requests competing for limited workforce and skill sets.
- Proposed process for informing the NASA task requestor of staffing shortfalls or other issues that arise during task planning and your proposed approaches to resolution of those issues.
- Proposed process for interacting with the NASA task requestor as the task progresses to resolve issues and describe issues that might prompt that interaction.
- Proposed approach to address changing requirements, including increases or decreases in workload and/or changes in required skill sets
- Approaches to identifying task performance problems and implementing corrective actions based upon task performance.
- Plan to manage and report on costs and schedule, and to prevent cost over-runs and schedule slips.

(iv) Management of Subcontracts

The offeror shall describe its proposed subcontracting and cooperative business arrangements, if any, their operational and technical benefits to NASA, and the effectiveness of your proposed approach for managing these arrangements to assure that the government receives a quality product or service.

(v) Corporate and Management Core Values

The offeror shall describe the core values of your company including demonstrating how those values are implemented and their impact on employees and quality of products and services.

(vi) Access to Corporate Resources

- The Offeror shall describe services, facilities, equipment, and staff assistance, both within and external to the corporation, beyond that required for the on-site staff, that can be accessed for this contract, how these resources can be obtained and the corporate commitment and flexibility to provide these resources.
- The Offeror shall describe anticipated circumstances under which these resources could be called upon, to include providing technical consulting, human resources, procurement, legal, and foreign national processing support. The Offeror shall describe how the on site management will access the corporate resources.

- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

b. Staffing, Recruitment, Retention and Training

The Offeror shall describe its approach to and rationale for staffing and recruitment and efficient use of the workforce including the following:

- Proposed staffing plan including assignments, distribution, and skills required for other-than-key personnel.
- Provide justification for any proposed alternatives to the Estimated Staffing Matrix (Attachment J.1 (b) (1)) categories and their quantities.
- Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Describe process for dealing with underperforming employees.
- Submit information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Propose methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.).
- Describe recruiting methods and sources of personnel as well as your record of recruiting and retention success.
- Describe rational and approaches for hiring and/or replacing incumbent personnel.

c. Key Positions and Key Personnel

The Offeror shall describe its approach and rationale for key positions and key personnel and address the following:

- Identify Key Positions, and provide the basis, including authority and responsibilities, for designating them as Key
- Describe the allocation of Key Positions i between the prime and any proposed subcontractors
- Position descriptions including authorities, responsibilities, and assignments of the position, as well as the experience and skills required of the Key Personnel filling the position.
- Identify individuals assigned to these Key Positions, and percentage of their time allocated to this contract.
- Resumes for Key Personnel including the education, summary of total experience, summary of experience in similar work (including similar types of government contracts), other applicable experience, and two (2) professional references for each key person (see L.5(a) for page limitations).
- Describe the on-site manager's post- award authority level.
- Approach to providing backup for key personnel during absences due to vacation, illness, etc.
- Clearly state the degree of commitment of Key Personnel as well as the Offeror's commitment to employ or promote the person (i.e. letters of intent, etc.). This statement

of intent shall include the salary to be accepted if the individual is employed under this contract.

- Description of the process for replacement or addition of Key Personnel when necessary.

d. Total Compensation Plan

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Each benefit proposed shall be identified as required in Cost Volume III. The Offeror shall identify in the TCP under which cost element the benefit will be charged. Additionally, provide a reference to the itemization of benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Provide a reference to the two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.
- Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

e. Phase-In Plan

The Offeror shall describe its phase-in plan for the following:

- Identification of risks and proposed mitigation approaches.
- Proactive approaches to ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposal of, and rationale for, key or other personnel (by title and function), and their availability, who will participate during the phase-in.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).
- Availability of a benefits specialist for the duration of phase-in during office hours (9:00 am – 5:00 pm Pacific Time).
- If the Offeror currently employs and / or plans to employ non-US citizens who will be on-site personnel, explain how the foreign national access requirements of NASA Ames Research Center (badging may take over 30 days for clearance) will impact the Phase-In activities. Also demonstrate an understanding of what non-citizens will be tasked to do and what restrictions will be faced.

f. Management Sample Tasks – (Written and Oral)

Provide a detailed response to the Sample Task (See attachment J.1(b)24b). **Offerors shall provide the Management Sample Tasks response in both written and oral formats.** The response must be of sufficient detail to fully demonstrate your understanding of the technical requirements of this RFP.

- Your approach for accomplishing the work shall include: processes, analysis techniques and assumptions made.
- Estimate the level of expertise and staffing needed to accomplish the task objectives.
- Identify critical issues.
- Discuss resolution of problems, assess risks, and describe proposed mitigation(s).
- Include estimated labor hours, skill level and mix, staffing approach, level of management oversight needed, proposed schedule and required resources.
- Estimate the cost to accomplish the work.

Offerors will provide this response in both written and oral format. Inconsistencies between the solution to the sample task and the rest of the proposal may be considered a lack of sound management and/or technical expertise. A technical plan that basically restates the SOW does not adequately demonstrate an understanding of the requirement nor does it provide sufficient assurance that the offeror can be expected to meet the NASA Ames mission objectives.

**(3) Subfactor 3. Safety and Health**

The Offeror shall submit a detailed written safety and health plan. Safety items to be covered in the plan can be found in NPR 8715.3A and APR 1700.1, and shall include, at a minimum, those listed below. Additional items may be included, if appropriate.

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
  - (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
  - (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
  - (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
  - (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
  - (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
  - (vi) Method of making sure that emergency plans and procedures are current and sufficient.
  - (vii) Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

**(b) Past Performance Proposal (Volume II).**

The goal of this area is to obtain information regarding the offeror and major subcontractors' relevant past performance specifically in the areas of technical performance, contract management, and corporate structure. "Major subcontractors," for purposes of this solicitation, is defined as \$500,000 total contract value, including all options, covering a performance period of five (5) years. As a minimum, the Past Performance Proposal must include the following:

(1) A list of relevant government and industry contracts, each in excess of \$500,000 total contract value, received in the past five (5) years, or currently in negotiation, involving types of related effort. These contracts shall demonstrate the offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of the work, and whether your company was the incumbent on the prior contract.

(2) For each cost-type reference contract, specify the amounts of and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.

(3) For each of the reference contracts, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.

(4) For the Offeror and each of its major subcontractors, list the date of the most recent reviews of your management system(s) (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

(5) For each of the contracts identified in paragraph (1) above, explain any schedule slips.

(6) Specific information is required from the Offeror and proposed major subcontractors, past and active customers as identified in subparagraph (8)A. below.

(7) The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity; in others, an Offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

(8) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Structure, and Other Information.

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

#### **A. Information Provided by Offerors and Major Subcontractors**

Information regarding relevant technical performance, contract management, corporate structure, and other information shall be supplied by the offeror and major subcontractors for its relevant contracts. The offeror is also required to complete the Relevant Contract chart provided below.

**1. Relevant Technical Performance.** The offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Problems encountered and their resolutions
- Accomplishment of task objectives without constant, direct customer oversight
- Approach to dealing with short-term high demand requirements
- Infusion of best practices and lessons learned

**2. Contract Management.** The offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Management of both small and large tasks as well as the simultaneous management of a large number of varied tasks
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Subcontract management
- Ability to attract and retain high-caliber technical employees to address contract objectives
- Retention of incumbent contractor employees during first year of follow-on contracts
- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over
- Management of technology transfer

**3. Corporate Structure.** The goal of this area is to obtain information regarding the offeror and major subcontractors' corporate relevant past performance, and the relationship of the offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Offeror and major subcontractors shall provide any corporate structure information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Responsiveness of corporate management to contract problems
- Extent of corporate management involvement in the operation of the contract
- Qualifications of on-site contract management
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Management performance problems encountered and their resolutions
- Management of process for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration statuses

**4. Other Information.** For each of their reference contracts to assist in the Government's evaluation on each of the following topics, the offeror and major subcontractors shall::

- For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee results by evaluation period.
- Discuss phase-in period for all contracts in which the offeror was not the incumbent. Include retention rates for key personnel, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues, and lessons learned.
- Describe recruiting actions taken; describing skill sets required, recruitment processes, and hiring success rates.

- Provide examples, if any, of short term or long term contract growth and your approaches to dealing with increased workload; or of contract de-scoping
- Provide examples, if any, of major changes in contract scope that resulted in modifications to existing skill sets
- Describe examples, if any, of loss of key personnel and your experience in filling the vacant position(s)
- Discuss examples of engaging technical personnel in establishing, maintaining, and improving corporate values and high morale
- Provide examples of improved personnel management and technical performance and the metrics used to measure the improvement;
- Describe significant awards and certifications received during the past 5 years. Identify what segment of the company received the award or certification, when it was received, and whether any certifications are still current. Technical Awards should be relevant to solicitation requirements.
- For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee results by evaluation period;
- If applicable, identify any Labor Unions having Collective Bargaining Agreements with your company covering classes of employees proposed for this requirement. Furnish one copy of each Agreement and discuss the history of claims or disputes and their resolution(s). Historical information is requested over the last five (5) years.

The following chart is used to capture past performance information similar in technical requirements, size and complexity to the work that may result from this solicitation. Complete the following chart by inserting the appropriate contract number in the first column and the number of people in each topic area as well as the total and total employees on contract. Separate contract for prime and major subcontractors. (Do not fill in shaded areas)

Agency – Contract No./ Company	1. Aerothermo- dynamics	2. High Enthalpy Testing	3. Thermal Protection Materials and Systems	4. Office and Computer Administration	Total (1 – 4 Only)	Total on Contract
<b>Prime's Totals:</b>						
<b>Major Subcontractors:</b>						
<b>Other NASA Contracts:</b>						
Contract Number	Point of Contact (name, telephone number, email address)					

**B. Past Performance Questionnaires**

The following information shall be supplied for each offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each offeror is responsible for assuring that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. If the offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

(1) Each offeror and major subcontractor shall complete Page 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each active (underway at least one year) or recently completed (completed within the last five years) relevant NASA contract valued at or above the major subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. **The offeror must submit two copies of Page 1 directly to the Government at least 10 days prior to the proposal due date.** Email or fax the information to: Lana.Jones.Clemon@nasa.gov or Fax: 650-604-0912.

(2) At a minimum each offeror and major subcontractor shall send a blank Past Performance Questionnaire, for completion, to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of all relevant completed (completed within the last five years) or active (underway at least one year) NASA contracts.

(3) At a minimum each offeror and major subcontractor shall provide a blank questionnaire, for completion, to customers from 2 other relevant (federal, state, or local) government contracts, and from 2 relevant commercial contracts.

**(c) Cost/Price Proposal (Volume III)**

Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the offeror. If certification of cost or pricing data is required in accordance with Federal Acquisition Regulation 15.403, the successful offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in FAR 15.406-2 prior to the execution of any contract to be awarded as a result of this solicitation. Cost/price proposals shall, as a minimum, include the following information for the prime contractor as well as any subcontract valued at \$500,000 or more.

(1) *Exhibit 1: Proposal Cover Sheet.* A single page containing all the information specified in Section I, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown at FAR 15.408. JA Form 038 (Attachment J.1(b) 2 may be used to satisfy this requirement.

(2) *Exhibit 2 and 2A: Summary of Cost/Price and Fee/Profit.*

a. Exhibit 2 includes the total cost, total fee, total cost plus fee, and a grand total broken out by phase-in period, individual contract years, total excluding phase-in period, and grand total. Identify, as a separate amount, any phase-in costs associated with the phase-in period and transition from the current contract requirements and staffing levels to those anticipated to fulfill the requirements of this RFP. Include the cost of administration, relocation, other travel related to start-up, employee sign-on, training, retraining, and any other costs associated with the phase-in/phase-out plan. Phase-in costs shall be fully explained and related to the phase-in/phase-out plan included in the offeror's Mission Suitability Proposal. Phase-in shall start on the effective date of the contract.

b. Exhibit 2A is similar to Exhibit 2 except that subcontractors of \$500,000 or more are broken out from the prime contractor's cost.

(3) *Exhibit 3: Summary of Elements of Costs--Total Program.* This exhibit summarizes the elements of cost (excluding fee) by contract year for each year in the contract. Details of the various elements of cost are to be shown in the schedules. For purposes of proposal submissions, the following chart of Other Direct Costs (ODCs) is provided for information purposes only.

These amounts represent the Government's current best estimate of contract requirements.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Total ODCs	\$112,000	\$115,360	\$118,821	\$122,385	\$126,057	\$594,623.00

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the offeror's normal accounting practice to do so, include these costs in the cost base used to compute the G&A expense. If amounts other than these provided above are proposed, the Offeror shall provide sufficient detail to explain how the proposed amounts are derived, identifying all ODCs applicable to this requirement, and indicating the reasons for these costs and the basis for pricing.

(4) *Exhibit 4: Summary of Rates.* This exhibit reflects the overhead and G&A rates by contract year and offeror's fiscal year. Other burden rates (e.g., fringe benefits, material overhead) must be shown separately. This exhibit summarizes the offeror's fiscal year date from Schedule B and Schedule C for Overhead and G&A, respectively. Identify the offeror's fiscal year in the space provided (e.g., 12-31-07), and show the offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates. Ceilings, if proposed, must be expressed as a percentage rate for each contract year.

(5) *Exhibit 5: Summary of Key Personnel Labor Rates.* This exhibit identifies all key personnel with their actual hourly labor rates shown as a current identified payroll date. For any individual not currently employed by the offeror, show the hourly labor rate at which the individual has agreed to be hired should the offeror be selected for contract award.

(6) *Exhibit 6: Proposed Staffing Requirement.*

a. This exhibit shows how the offeror plans to obtain the required personnel for the first year of performance by identifying the number of personnel to be obtained (1) from within the company, (2) from the current incumbent(s), and (3) through new hires. For personnel to be obtained from within the company, provide current and proposed labor rates accompanied by an explanation of how the proposed rate was determined. For personnel to be obtained from the current incumbent(s) or through new hires, identify the source of the proposed labor rates.

b. The offeror may choose to propose direct labor for the base and option period of performance utilizing historical information provided as Attachment J.1(b)(1) of this solicitation. Offerors are instructed to use this information only as a guide in proposal preparation. Offerors are instructed to explain any proposed differences from the historical information provided by the Government.

c. Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State your policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This

includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

(7) *Schedule A: Direct Labor Cost Summaries.* This schedule shows the direct labor cost by labor category for each contract year with the labor rates used to compute the cost. The projected labor rates must be based on current rates escalated for each year of contract performance. The annual rate of escalation recommended by NASA Headquarters is 2.7% per year, but is not mandatory. Provide rationale and justification for escalation rates proposed if different from the Government Rate of Change.

(8) *Schedule B: Overhead Expense Schedule.* This schedule shows, by offeror's fiscal year, each item of expense included in the Overhead pool. In addition to showing projected expenses through the life of the contract, including the option period, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Schedule B must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(9) *Schedule C: General and Administrative Expense Schedule.* This schedule shows, by offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, including the option period, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firm (backlog) and prospective business, on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(10) *Schedule D: Schedule of Subcontracts.* This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$500,000 or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- a brief description of work to be subcontracted;
- number of quotes solicited and received;
- type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- subcontractor selected and basis for selection; and
- cost or price analysis performed by the offeror.

(11) *Accounting System.* The offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating, and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

(12) *Facilities Capital Cost of Money.* The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) **NOTE:** When facilities capital cost of money is included as an item of cost in the offeror's proposal, it shall not be included in the cost base for calculating profit/fee. In addition, a reduction in the profit/fee objective will be made in the amount equal to the facilities capital cost of money allowed or one percent of the cost base, whichever is less. (See NFS 1815.404-471.5(a).)

(13) *Fee Schedule.* Submit the proposed fee schedule.

(14) *Fringe Benefits.* The Offeror must provide an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two charts shall be submitted for fringe benefits, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories.

(End of Provision)

#### **L.10 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (NASA 1852.245-81) (SEP 2007)**

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, *Government Property*. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, *Government Property Installation Operation Services*. The offeror shall notify the Government of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of Provision)

#### **L.11 1852.227-84 PATENT RIGHTS CLAUSES (DEC 1989)**

This solicitation contains the patent rights clauses of [FAR 52.227-11](#) (as modified by the NFS) and [NFS 1852.227-70](#). If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at [FAR 52.227-11](#) shall not apply.

(End of Provision)

(END OF SECTION)

## SECTION M – EVALUATION FACTORS FOR AWARD

**M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.217-5	OCT 2003	EVALUATION OF OPTIONS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE  
NUMBER    DATE    TITLE

None included by reference

(End Of Provision)

**M.2 EVALUATION APPROACH**

**(a) General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.

(2) The Government may award a contract based on the initial offers received, without discussion of such offers. Accordingly, each offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award will be made without subsequent discussions or negotiation.

(5) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by

others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

**(b) Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

(1) **Mission Suitability Factor** The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed and the ability of the offeror to accomplish what is offered, or the product to be delivered. The Mission Suitability Factor is rated by adjective and numerically scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table.

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the offeror's Mission Suitability proposal (including oral presentation) will be evaluated based on the offeror's ability to fulfill the technical and management oversight requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost and performance or technical and managerial aspects.

(2) **Past Performance Factor.** This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEC's evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each offeror using the following levels of confidence ratings:

<u>LEVEL OF CONFIDENCE RATINGS</u>	
<u>Very High Level of Confidence</u>	The Offeror's recent and relevant past performance is of exceptional merit that is highly germane (e.g. size, scope and complexity) to the requirement; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist. The mere absence of a significant weakness does not make a proposal meet the requirements for a Very High Level of Confidence.)
<u>High Level of Confidence</u>	The Offeror's recent and relevant past performance is at least pertinent (e.g. size, scope, and complexity) to the requirement; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
<u>Moderate Level of Confidence</u>	The Offeror's recent and relevant past performance maybe be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
<u>Low Level of Confidence</u>	The Offeror's recent and relevant past performance maybe be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
<u>Very Low Level of Confidence</u>	The Offeror's recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
<u>Neutral/Unknown Confidence</u>	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not

	available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].
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(3) **Cost/Price Factor.** This factor is used to assess what each offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost/price and associated risks of doing business with an offeror based upon the offeror's proposed approach for the proposed price. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

**(c) Mission Suitability Factor (Volume 1).** The Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and numerical scores. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEC determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below.

Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.

#### INDEX OF MISSION SUITABILITY SUBFACTORS AND ELEMENTS

SUBFACTOR	ELEMENT
<b>(1) Technical Understanding</b>	
	a. Technical Plan
	b. Technical Sample Task
<b>(2) Management Approach</b>	
	a. Organizational Structure and Partnering Approach
	b. Staffing, Recruitment, Retention and Training
	c. Key Positions and Key Personnel
	d. Total Compensation Plan
	e. Phase-In Plan
	f. Management Sample Tasks –Written and Oral
<b>(3) Safety and Health</b>	

The Mission Suitability proposal will be evaluated based on completeness with respect to the elements listed in Section L, the degree of understanding of the functions and tasks to be performed and the different disciplines involved, and how these disciplines are to be applied to current and future NASA facilities, programs and projects supported by this contract. Simply restating the Statement of Work (SOW) will be unacceptable and evaluated as such. The narrative evaluation will be based on:

**(1) Subfactor 1: Technical Understanding:**

Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach. Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

**a. Technical Plan:**

The Offeror's proposal will be evaluated on how well it demonstrates its comprehension of each of the requirements of the SOW and specifically addresses how the work will be accomplished. The proposal will be evaluated based on the soundness, technical merit, innovativeness, efficiency, and effectiveness of the proposed technical approach. Specifically, the following will be evaluated:

- How the broad spectrum of technical areas of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the Statement of Work, specifically addressing the requirements of each of the Technology Areas.
- How the proposal presents a complete, balanced, and consistent approach, and clearly demonstrates an understanding of all the technical areas of the Statement of Work (SOW) and their interrelationships.
- Identification of risk areas and recommended approaches to minimize the probability and impact of those risks.
- The soundness, technical merit, innovativeness, efficiency, and effectiveness of the offeror's proposed plan for accomplishing the requirements, staffing tasks, and resolving problems.
- The realism, effectiveness, and innovativeness of the offeror's proposed approach to ensuring technical quality and to staying abreast of current research and innovative technologies.
- The offeror's proposed approach to improving workflow, productivity, communications, and overall quality, and to reduce costs, including through the exploitation of IT resources.
- The offeror's demonstrated understanding of critical issues involved in all aspects of project performance.
- The offeror's approach to responding effectively to changes in skill set requirements

**b. Technical Sample Task.**

The offeror's detailed response to the sample task will be evaluated to assess the offeror's understanding of the requirements by evaluating the proposed technical and management approach that would be taken in the resolution of the sample task. Accordingly, the following will be evaluated:

- Completeness and accuracy in identifying the critical issues
- Thoroughness of discussion of technical approach and assumptions, including potential problems and proposed resolution(s).
- Realism of plans and probable success based on those plans
- Risk assessment and proposed mitigation
- Realism of the estimated expertise, skill level and mix, proposed labor hours
- Staffing approach including potential risks and issues
- Level of management oversight, schedule, and required resources
- Realism of cost estimate.

Inconsistencies between the solution to the Technical Sample Task and the rest of the proposal may be considered a lack of sound management and/or technical expertise. A technical plan that basically restates the SOW does not adequately demonstrate an understanding of the requirement nor does it provide sufficient assurance that the offeror can be expected to meet the NASA Ames mission objectives.

**(2) Subfactor 2. Management Approach**

a. The offerors proposed Management Approach will be evaluated with consideration of the following elements: organizational structure and management approach, staffing and resources, the offeror's phase-in plan, and the response to the Management Sample Tasks.

**(i) Organizational Structure and Partnering Approach**

The Offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency:

- How the Offeror's organizational structure provides clear internal and external lines of authority, including the Offeror's diagrams of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical task managers and their access to corporate or company resources to support the contract through all phases.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

**(ii) Management**

The offeror's approach to organizing, directing, and controlling the diverse functions of the Statement of Work will be evaluated, as well as the following:

- Plan to be used to develop and to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- The offeror's proposed management structure, functions, authority, and reporting system will be evaluated on applicability to the anticipated type of work described in the SOW and on innovativeness in terms of efficiency and effectiveness.
- Appropriateness of the organizational structure in relation to the Ames environment
- Approach to recruiting, hiring, and maintaining highly motivated employees producing high quality work.
- The offeror's proposed employee performance standards, methods for maintaining performance at those standards and employee performance incentives will be evaluated for effectiveness.
- The offeror's proposed approach to planning, tracking, and controlling all work and for supervising and monitoring performance
- Proposed approach to managing the tasks to maintain and enhance the quality of services to be provided.
- Proposal for managing a fluctuating workload and completing task orders as required

- Proposed approach to preventing and/or handling workplace issues including improper tasking of contractor employees outside of the task order process and creation of hostile work environments
- Approach for supporting the Division's educational outreach efforts and internship employment opportunities, as described in the Statement of Work.
- Demonstrated corporate commitment to and effectiveness in promoting safety.

(iii) Technical and Business Management of CTOs (Contract Task Orders). The offeror's process for completing a task order plan will be evaluated as to the following criteria:

- The offeror's management and planning process, analysis and risk assessment techniques, and system for developing cost and schedule estimates for simplicity, thoroughness, timeliness, realism and applicability to a wide range of task orders
- Proposed technical and business management procedures to be used to staff, direct, control, track, and report on the CTOs.
- Proposed process for staffing multiple tasks competing for limited common resources.
- Demonstrated understanding of complex issues that may arise during task planning and performance, and approaches to interacting with the task requester to resolve those issues.
- With regard to both technical and cost data, the offeror's proposed system for providing information to the NASA technical monitor (task requester)
- The offeror's proposed approach to implement changes due to revisions of project requirements including changes in workload or skill sets.
- The effectiveness of the offeror's proposed approach to identifying task performance and implementing corrective actions.
- Evaluation of the offeror's proposed plan to manage and report costs and prevent over-runs will be based on reasonableness, perceived effectiveness, and appropriateness of the plan relative to the degree of risks.

(iv) Management of Subcontracts. Evaluation will include:

- The efficient and effective use of proposed sub-contracting and cooperative business arrangements, if any.
- The effectiveness of the proposed approach for managing these arrangements to assure that the Government obtains a quality product.

(v) Corporate and Management Core Values

Evaluation will include the effectiveness of corporate values in assuring employee morale and passion for excellence and consistently delivering high quality technical products and services.

(vi) Access to Corporate Resources

The adequacy and effectiveness of proposed corporate resources will be evaluated including:

- Availability of services, facilities, equipment and staff assistance that may be required to augment on-site resources and the demonstrated corporate commitment and flexibility in providing them.
- Demonstrated understanding of circumstances that may require these resources

- Proposed procedures through which on-site management will access corporate resources.
- Realistic assessment of a demonstrated benefit to the government of the identified resources.

b. **Staffing, Recruitment, Retention and Training.**

The Offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency:

- The plan's completeness with respect to the skill categories listed in Attachment J.1 (b) 1 Government Labor Estimate (for proposal purposes only), and the plan's applicability, flexibility, effectiveness, efficiency, risks, realism of assumptions, including the offeror's knowledge and awareness of the sample positions and local job market.
- Adequacy and appropriateness of any proposed alternatives to the Estimated Staffing Matrix.
- The educational background and qualifications of the technical staff, and the ability to fill personnel needs for additional tasks,
- Completeness and adequacy of recruitment and retention plans
- The offeror's plans to minimize staffing difficulties and turnover
- Proposed approach to rapid recruiting and retention of experienced and qualified personnel
- Adequacy of proposed training, mentoring and career development plans.
- Realistic discussion of potential staffing problems and effectiveness of proposed mitigation approaches.
- Completeness and adequacy of proposed policies to address employee retention, morale, productivity and development issues.
- Realistic and effective proposal to address short-notice staffing requirements.
- Realistic proposed approaches to perform short-term tasks.
- Thorough demonstrated understanding of and ability to deal with the issues involved in hiring when immigration issues are involved.
- Demonstrated effectiveness in recruiting and retention of highly qualified employees.
- Offeror's rationale and approaches for hiring or replacing incumbent personnel

c. **Key Positions and Key Personnel**

The appropriateness and reasonableness of the offeror's proposal for Key Positions and Key Personnel will be evaluated for the following:

- Completeness and appropriateness of the rationale provided for the proposed designation of both Key Positions and Key Personnel.
- Reasonableness of allocation of positions between the prime and any proposed subcontractors.
- Completeness and appropriateness of Key Position descriptions and responsibilities including skills and experience required to fill the position.
- Suitability of the individuals proposed.
- Adequacy of and rationale for percentage of time to be devoted to key position duties

- Completeness of resumes and references provided for each proposed individual.
- Appropriateness of the on-site manager's post-award authority level.
- Demonstrated and adequate degree of commitment of the individual(s) proposed
- Realism of proposal for filling absences of Key Personnel
- Adequacy of plan for recruitment, hiring, replacement and/or addition of key personnel

d. Total Compensation Plan.

The Government will evaluate the Offeror's Total Compensation Plan for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

- The categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541 will be evaluated.
- The breakdown of salaries/wages, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit will be evaluated. Two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories will be evaluated.
- The supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure will be evaluated.

e. Phase-in Plan

The Offeror's approach to and rationale for the following will be evaluated to determine completeness, reasonableness, effectiveness, and efficiency:

- Proactive approaches to ensuring efficient continuation of current projects during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- Thoroughness of risk identification and effectiveness of proposed mitigation strategies.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).
- Availability of a benefits specialist for the duration of phase-in during office hours (9:00 am – 5:00 pm Pacific Time).
- Adequacy of plan to ensure continuity of employee productivity regardless of citizenship status.

f. Management Sample Tasks – (Written and Oral)

The offeror's detailed response to the Management Sample Tasks will be evaluated to assess the offeror's understanding of the requirements by evaluating the proposed approach that would

be taken in the resolution of the Management Sample Tasks. Accordingly, the following will be evaluated:

- Completeness and accuracy in identifying the critical issues
- Completeness of discussion of assumptions and proposed processes
- Consistency between written and oral responses
- Thoroughness of discussion of potential problems and proposed resolution(s).
- Realism of plans and probable success based on those plans
- Risk assessment and proposed mitigation
- Realism of the estimated expertise, skill level and mix, proposed labor hours
- Staffing approach including potential risks and issues
- Level of management oversight, schedule, and required resources
- Cost estimate.

Inconsistencies between the solution to the sample task and the rest of the proposal may be considered a lack of sound management and/or technical expertise. A technical plan that basically restates the SOW does not adequately demonstrate an understanding of the requirement nor does it provide sufficient assurance that the offeror can be expected to meet the NASA Ames mission objectives.

**(3) Subfactor 3. Safety and Health.**

The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3A and APR 1700.1. The Offeror's approach and understanding to the following will be evaluated to determine soundness, efficiency, and effectiveness:

- Corporate policy and goals concerning safety and health.
- Detailed safety and health program structure including roles and responsibilities.
- Description of safety management program including processes for identification of hazards mishap avoidance, and mishap reporting and investigation; procedures for safety training and certification; controls for hazardous materials and processes; processes for review and update of plans and procedures.

**(d) Past Performance Factor (Volume II).**

(1) By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, and corporate structure.

The explanations and amounts of cost growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

(2) By reviewing references of past and active relevant technical performance, the Government will evaluate the offeror's and major subcontractors' experience level in working with systems that are similar in complexity and function as those that will be worked on under this contract. The past relevant

technical performance review will allow the Government to evaluate the depth of the offeror's and major subcontractors' experience, whether newly acquired or established over time. The technical review will also allow the Government to evaluate the degree of successfulness with which the offeror and major subcontractors have satisfied technical requirements of projects on past and active contracts.

(3) A review of offerors' and major subcontractors' performance of past and active contract management will allow the Government to evaluate the effectiveness, timeliness, and successfulness of in-place procedures and processes in the areas of contract, subcontract and task management, human resources, procurement, and subcontracting goals. The Government evaluation will favor evidence of past and present contract management performance that displays simple and efficient procedures and processes as opposed to those that are tedious and overly burdensome. The evaluation will include a human resources review that will look for a record of retention of a stable, technically qualified, motivated work force, with allowances for fluctuations in the work force reflecting workload fluctuations. The efficiency of the offeror's procurement system will be evaluated, favoring those that reflect expeditious procurements that meet Government procurement regulations.

(4) The review of the offeror's corporate structure will allow the Government to evaluate current and past performance that was affected by the position of the offeror in relation to its overall corporate management hierarchy and to gain insight into the lines of authority to which the offeror has been subjected during the performance of contracts. The corporate structure evaluation will favor offerors that display evidence of operations free from an unwarranted number of intrusive, day-to-day work hindering decisions from an entity other than the entity which is to perform the work under this contract. In doing so, the Government will be looking for entities that will be able to function relatively autonomously, free from decisions made by "outside" entities that would have negative impacts on satisfying task or contract requirements. If the Government does not see evidence of this type of autonomy, it will consider the degree and effectiveness of authority that another entity displayed and exerted over the entity that will be performing the work under this contract. In this case, the evaluation may consider the performance record of both entities. The evaluation will consider performing entities that exhibit little or no authority over their own operations as unacceptable.

(5) The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

(6) If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

(7) Other Information:

a. Past Performance Evaluation Criteria The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Structure. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

1. *Relevant Technical Performance.* The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical requirements

- Schedule compliance at the project level
- Cost performance at the project level
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovative and resource efficient solutions to satisfy technical requirements
- Key personnel and relevant experience
- Problems encountered and the corrective action taken
- Accuracy and completeness of technical documentation

2. *Contract Management.* The Government will evaluate the offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- The management of both small and large tasks as well as the management of a large number of varied tasks simultaneously
- Record in conforming with the terms and conditions of contracts
- Subcontract management
- Interface with customers
- The human resources activity and history of effectively hiring, retaining, and motivating quality personnel
- The record related to the timely and fair implementation and/or negotiation of contract changes
- The performance of the procurement system
- Safety record
- History of handling labor relation problems
- Management of export control information and compliance with export control procedures
- Protection of Government sensitive and /or third party proprietary information

3. *Corporate Structure.* The Government will evaluate the offeror's and major subcontractors' corporate relevant past performance, and the relationship of the offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will evaluate the impact of the offeror's, major subcontractor's, and other entities' decisions in the following areas.

- Availability of resources
- Stability and performance of the contractor work force
- Impact of accounting system changes
- The impact, on contract performance, of changes to lines of authority that were made during the contract.

4. *Other Information.* The Government will also evaluate the following for all relevant contracts and for all NASA contracts completed within the last five years or active for at least one

year:

- Effectiveness of phase-in plan and processes to ensure smooth transition
- Success in hiring actions to meet contract needs
- Effectiveness of responding to contract growth or de-scope
- Effectiveness of response to major contract scope changes that affect required skill sets
- Effectiveness in maintaining key positions
- Effectiveness in engaging the workforce in continuous improvement processes
- Quality performance and the metrics used to measure the improvement;
- Significant awards and certifications;
- Any serious performance problems, termination for default, environmental violations, or safety violations cited.
- Relevancy of Labor Unions Claims (if any) against the offeror with an emphasis placed on the number of claims filed, the outcome of the claim and how it was resolved, in addition to trends of incidences.

The Government will also evaluate information received from other sources, including questionnaires, as described in Section L.

b. Past Performance Ratings The Government will obtain past performance information as stated in Section L. The Government will evaluate this information in accordance with the criteria below and assign strengths and weaknesses. The results of this evaluation will be consolidated into an adjectival rating.

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

**(e) Cost/Price Factor (Volume III).**

(1) The offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic.

(2) The Government will evaluate the realism of each offeror's proposed costs to ensure the offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each offeror.

(3) The results of the assessment described above will be the following:

a. A determination of the Probable Cost (PC) of the offeror's proposal, computed by the Government for the basic requirements of the period of performance (excluding the Phase-In Period). The PC shall be established by the Government's estimate of anticipated performance costs plus any fee

proposed.

b. Probable costs will be given a confidence level rating of "High," "Medium," or "Low" in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation."

c. The evaluators will substantiate each confidence rating.

(4) Evaluation of options shall not obligate the Government to exercise such options.

(End of Provision)

### M.3 WEIGHTING AND SCORING

(a) The essential objective of the proposal process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The relative probabilities of offerors to accomplish this will be judged by evaluation of specific factors. These factors are described in M.2, 52.215-104 (Evaluation Approach).

(b) The Mission Suitability Factor will be rated by adjective and numerically weighted and scored in accordance with the numerical system established below. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned an assessment level. Cost/Price will be evaluated for realism and a confidence level rating will be assigned. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) **Of the evaluation factors identified above, Mission Suitability is somewhat more important than Past Performance, and Past Performance is significantly more important than Cost.** Evaluation factors other than cost, when combined, are significantly more important than Cost. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

Subfactor	Assigned Weight
Understanding the Requirement	TBD
Management Approach	TBD
Safety and Health	TBD
Total	1,000

(End of Provision)